

East Fork Fire Protection District

Memorandum of Understanding

Between

The District and the District's Exempt Employees

Periodically, exempt salaried employees are required to work and respond to emergencies either within the jurisdiction or other jurisdictions. Such responses may be for extended periods of time, often extending work hours beyond the traditional forty-hour (40) work week and requiring personnel to remain at the emergency incident or within the Emergency Operation Center with no time off.

This Memorandum of Understanding (MOU) is intended to address such occurrences and to allow for additional compensation as allowed by the Fair Labor Standard Act- Section 541.604.

Under this section, an employer may provide an exempt employee with additional compensation beyond the employee's regular salary without losing the exemption or violating the salary basis requirement, if the employment arrangement also includes a guaranteed salary of at least \$455 per week, without any deductions for time-off. The additional compensation may be in the form of a bonus, flat sum, additional time off, or time and a half or straight time pay for all hours the employee works beyond a normal work.

Compensation will be based on the following:

1. Exempt salaried employees will eligible for reimbursement by the outside agency for all hours worked during emergency operations except those hours falling between 0800 and 1700 Monday through Friday, excluding holidays.
2. The hourly rate paid is based on the exempt salaried employees annual salary divided by 2080 hours.
3. Compensation earned is considered "additional compensation" and not reportable to the Public Employees' Retirement System (PERS).
4. It is the responsibility of the exempt salaried employee to submit a claim for any additional hours worked under this MOU.
5. Allowed additional compensation of exempt salaried personnel will be calculated as straight time compensation for incidents, which exceed an initial twenty-four (24) hours of operation and/or where services are billable under existing agreements and/or regulations and as allowed by the Fair Labor Standards Act (FLSA). The additional compensation time is retroactive to the employee's start time on the incident or event once the initial 24-hour period has been exceeded.

This MOU replaces the prior MOU dated August 15, 2017 and is in effect upon approval of the District Board.

The employee understands that this MOU does not change nor modify their exempt status as defined under the Fair Labor Standards Act.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding between the East Fork Fire Protection District and those defined exempt employees to be executed.


On behalf of East Fork Fire Protection District:



Barbara Griffin, Board President

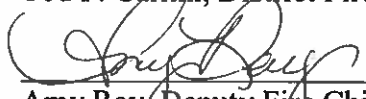
10/20/2020
Date

Eligible Exempt Employees



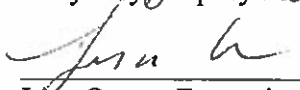
Tod F. Carlini, District Fire Chief

10/20/2020
Date



Amy Ray, Deputy Fire Chief/Fire Marshal

10/20/2020
Date



Lisa Owen, Executive Office Manager

10/20/2020
Date



Joseph Langkilde, CPA/District Accountant

10-20-2020
Date